

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

**MONSANTO COMPANY and
MONSANTO TECHNOLOGY LLC,**

Plaintiffs,

v.

JOHN RYAN,

Defendant.

[illegible]

Cause No.: 4:06-CV-100 CDP

FINAL CONSENT INJUNCTION AND JUDGMENT

I. Parties & Definitions

- A.** Plaintiff Monsanto Company is a company organized and existing under the laws of the State of Delaware with its principal place of business in St. Louis, Missouri. Monsanto is authorized to do and is doing business in Missouri and in this judicial district.
- B.** Plaintiff Monsanto Technology, LLC is a company organized and existing under the laws of the State of Delaware with its principal place of business in St. Louis, Missouri. Monsanto Technology, LLC is authorized to do and is doing business in Missouri and in this judicial district. Monsanto Company and Monsanto Technology, LLC are hereinafter referred to collectively as "Monsanto."
- C.** Defendant John Ryan (hereinafter "Defendant") is a resident and domiciliary of Montcalm County, Michigan. Defendant is engaged in a farming business that involves the planting of crops, including soybeans.
- D.** "Person" means any natural individual or any entity, and, without limiting the generality of the foregoing, includes natural persons, associations, joint ventures, limited partnerships, partnerships, corporations, companies, trusts, and public agencies.

II. Stipulated Findings

- A. Subject matter jurisdiction is conferred upon this Court pursuant to 28 U.S.C. § 1331, in that one or more of Monsanto's claims arise under the laws of the United States, as well as 28 U.S.C. § 1338, granting district courts original jurisdiction over any civil action regarding patents. Additionally, this Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367 over Monsanto's non-federal question claims, such that they form part of the same case or controversy.

- B.** Venue is proper in this judicial district inasmuch as the parties have agreed and consented to personal jurisdiction and venue in this judicial district and/or designated this Honorable Court as the forum and venue for all disputes arising under the licensing agreement.
- C.** Monsanto is in the business of developing, manufacturing, licensing and selling agricultural biotechnology, agricultural chemicals and other agricultural products. After the investment of substantial time, expense and expertise, Monsanto developed new plant biotechnologies that involve the transfer into crop seed of genes that cause seed to be resistant to glyphosate-based herbicides such as Roundup® branded herbicides (the "Roundup Ready® trait").
- D.** Monsanto's Roundup Ready® trait has been utilized in several agricultural crops, including soybeans, to render them resistant to applications of glyphosate, a herbicide. These genetically modified crop seeds are marketed by Monsanto and other seed companies as "Roundup Ready®" crop seed. Roundup® and Roundup Ready® are registered trademarks of Monsanto Technology, LLC.
- E.** Monsanto's Roundup Ready® biotechnology is protected under patents issued by the United States Patent Office, specifically including U.S. Patent Number 5,352,605 (the "'605 patent"). Prior to the events giving rise to this litigation, the '605 Patent was issued to and/or Monsanto was the exclusive licensee from the owner and was authorized to enforce the rights relating thereto, including seeking injunctive and monetary relief for the infringement thereof.
- F.** Monsanto placed the required statutory notice that its Roundup Ready® biotechnology was patented on the labeling of all bags of seed containing Roundup Ready® seed. In particular, each bag of Roundup Ready® soybean seed is marked with notice of the '605 patent.
- G.** Under the terms of Monsanto's system through which its patented Roundup Ready® biotechnology is licensed, a purchaser is only authorized to use the seed for planting a commercial crop in a single growing season, and is prohibited from saving any of the crop produced from the purchased seed for planting or selling saved seed from the crop produced from the purchased seed, or otherwise supplying or transferring any seed produced from the purchased seed to anyone for planting.
- H.** During the 2005 growing season, Defendant transferred/sold 620 bushels (744 fifty-pound units) of "saved," bin-run Roundup Ready® soybeans, that is, soybean seed which was produced from the Roundup Ready® soybean seed which had been planted in the 2004 crop year (or earlier) to Curt McCracken and/or McCracken Farms without authorization and Curt McCracken and/or McCracken Farms planted the Roundup Ready® soybeans obtained from Defendant.

III. Permanent Injunction

- A. It is hereby ordered, adjudged and decreed that Defendant, individually and/or by, through or with any entity, or any agent, servant, employee, and each person in active concert or participation with Defendant who receives actual notice of this Judgment by personal service or otherwise, are permanently enjoined from:
1. Making, using, or planting any soybean seed containing Monsanto's patented Roundup Ready® biotechnologies unless Defendant executes and complies with the terms and conditions of the Monsanto Technology/Stewardship Agreement attached hereto as Exhibit A, and any subsequent or modified terms of any limited license which Monsanto offers to users/purchasers of seed containing Monsanto's patented biotechnology; and
 2. Offering to sell, selling, or transferring any soybean seed containing Monsanto's patented Roundup Ready® biotechnology to any person for planting, replanting, seed production, crop breeding, research, reverse engineering, generation of herbicide registration data, analysis of genetic composition, or any purpose other than sale as a commodity.
 3. Infringing Monsanto's seed trait patents including, but not limited to, U.S. Patent No. 5,352,605.
- B. It is hereby also further ordered, adjudged and decreed that Defendant shall deliver a copy of Section III of this Final Consent Injunction and Judgment, and advise of such terms, to:
1. any person whom Defendant employs, retains, or otherwise utilizes to apply for, purchase, acquire, sell, or transfer soybean seed; and
 2. any person who employs, retains, or otherwise utilizes Defendant to apply for, purchase, acquire, sell, or transfer soybean seed.

IV. Mandates Through December 31, 2010

- A. It is hereby ordered, adjudged and decreed that Defendant, shall, at the time of his execution of this Final Consent Injunction Judgment, execute the attached Authorizations (attached hereto as Exhibits B-1 and B-2) to allow Monsanto, its counsel, or their respective representatives or agents, to inspect and copy all Farm Service Agency (formerly known as the Agricultural Stabilization and Conservation Service) farm records, acreage reports, disaster assistance applications, crop insurance records, crop production input records, records of the Risk Management Agency, records of the Commodity Credit Corporation and records of sales of soybean seed as a commodity for all years listed therein, inclusive through 2010.

- B.** It is hereby ordered, adjudged and decreed that Defendant shall, upon written request from Monsanto or its representatives,
- 1.** make all of his soybean seed purchase receipts and records, agricultural chemical purchase receipts and records and other agricultural input receipts and records relating to his soybean farming operations, if any, for the crop years 2006 through 2010, inclusive, available to Monsanto for inspection and copying within seventy-two (72) hours of the receipt of written notice;
 - 2.** show Monsanto or its representatives the location of all soybeans planted, harvested, and/or stored by or on behalf of Defendant, during the time period of January 1, 2006 through December 31, 2010, if any;
 - 3.** allow and accompany Monsanto or its representatives into:
 - a.** all land planted, farmed and/or controlled by or on behalf of Defendant, including any acreage in which Defendant has any interest in whole or in part, and/or
 - b.** all storage facilities (bins, barns, wagons, bags, warehouses, trailers, etc.) where stored soybean seed is within the care, custody or control of Defendant in whole or in part,so that Monsanto or its representative can inspect and determine the number of acres of soybeans planted in the 2006 through 2010 planting seasons, the amount of soybeans stored, and to obtain samples from fields and storage facilities for testing from the 2006 through the 2010 growing seasons.

V. Monetary Provisions

- A.** By consent of the parties, judgment is entered against Defendant John Ryan in the total amount of Thirty Thousand Dollars (\$30,000), each party to bear its own costs and attorneys fees.
- B.** Defendant does not claim, but nevertheless relinquishes any and all rights, benefits, and claims, if any, arising out of any Technology Value PackageSM, TVPSM, or Roundup RewardsSM pertaining to purchases, crops, or conduct occurring prior to the execution of this Final Consent Injunction Judgment to the extent any such rights, benefits or claims exist.

¹ Technology Value PackageSM, TVPSM, and Roundup RewardsSM are service marks of Monsanto Technology LLC.

VI. Other Provisions

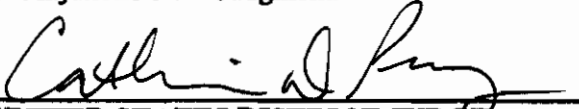
- A. Having read and understood the terms and conditions of this Final Consent Injunction Judgment, the parties agree that this Final Consent Injunction Judgment constitutes a fair and adequate resolution of Monsanto's claims against Defendant arising from the sole infringing act now known to Monsanto which is detailed in Paragraph H of the Stipulated Findings (Section II).

The parties have by their signature below, agreed that this Final Consent Injunction Judgment resolves this case. The parties, by their signature below, have further agreed that should it be determined that Defendant has committed additional acts of infringement in the past not now known by Monsanto (as separately detailed in the release language in the separate Monsanto Seed Settlement Agreement between the parties) and/or commits additional acts of infringement in the future, Monsanto reserves the right to pursue legal action relating to such infringement, subject to any defenses available to Defendant, except those potentially arising from or based on this litigation, the entry of this Final Consent Injunction Judgment, and Defendant's compliance with the terms of this Final Consent Injunction and Judgment (including, but not limited to res judicata, estoppel or wavier).

- B. Jurisdiction is retained for the purpose of enabling any party to this Final Consent Injunction and Judgment to apply to the Court at any time for the enforcement of the provisions herein and/or to remedy a violation of the Final Consent Injunction Judgment. This Final Consent Injunction and Judgment shall be governed by the laws of the State of Missouri and the United States.
- C. The failure, or alleged failure, to seek remedies as the result of violation of the Final Consent Injunction and Judgment shall not constitute a waiver of any other violation.
- D. If any provision or provisions of this Final Consent Injunction and Judgment is or are declared invalid by a court of competent jurisdiction, the remainder of this Final Consent Injunction and Judgment shall remain in full force and effect and shall not be affected by such declaration. If any provision or provisions of this Final Consent Injunction and Judgment is or are declared invalid as being overbroad by a court of competent jurisdiction, the court should modify the provision or provisions so that they are as broad as possible without being so broad as to be invalid.
- E. The Parties acknowledge that they have read this Final Consent Injunction Judgment and that they have discussed its terms and conditions with an attorney of their choice. The Parties further declare and represent that in executing this Final Consent Injunction and Judgment, they have relied wholly upon their own judgment, belief and knowledge of the nature, extent, and effect of this Final Consent Injunction Judgment, without reliance upon any statement, promise or representation by any party.

- F. By his signature below, Defendant waives the right to trial and/or appeal of this matter and agrees to, and acknowledges the terms of, this Final Consent Injunction and Judgment and waives any requirement of the personal service of this Final Consent Injunction and Judgment.

SO ORDERED:


UNITED STATES DISTRICT JUDGE

Dated this 1st day of November 2006.

Respectfully submitted,

John Ryan
John Ryan

Date: 8-1-06

State of Michigan)

County (and/or City) of Montcalm)

On this 1st day of August, 2006, before me personally appeared John Ryan, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.


IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Denise Schneider
Notary Public

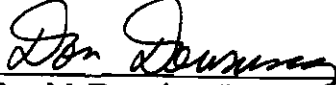
My Commission Expires: 11-06-2011

DENISE SCHNEIDER
Notary Public, Montcalm County, Michigan
My Commission Expires 11-6-11

HUSCH & EPPENBERGER, LLC


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Attorneys for Defendant

Please complete this section with your business information. To sign this Agreement you must be the operator/power for all fields that will grow plants from Seed you obtain containing Monsanto Technologies (defined below). You represent that you have full authority to sign this Agreement yourself, on behalf of which you obtain Seed, all individuals and entities that own or control the business for which you obtain Seed, and that Monsanto Company has not barred any of these individuals or entities from obtaining this limited-use Seed. Your name must be filled in and must match the signature below. This Monsanto Technology Sowing Agreement becomes effective if and when Monsanto issues the Grower a license number from Monsanto's home office in St. Louis, Missouri. Monsanto does not authorize seed dealers or seed retailers to issue a license or any kind for Monsanto Technologies.

Business Name										Form Number	
										50 0235929	
Area Code		Phone		City		State		Zip			

THIS SPACE FOR MONSANTO OFFICE USE ONLY, PLEASE LEAVE THIS SECTION BLANK:

Lic. #: _____ Batch #: _____ Date: _____

This Monsanto Technology/Stewardship Agreement is entered into between you (Grower) and Monsanto Company (Monsanto) and consists of the terms on this page and on the reverse side of this page.

[illegible]

- 1. GOVERNING LAW:** This Agreement and the parties' relationship shall be governed by the laws of the State of Missouri and the United States (without regard to the choice of law rule).
- 2. BINDING ARBITRATION FOR COTTON-RELATED CLAIMS MADE BY GROWER:** Any claim or action made or asserted by a Cotton Grower (or any other person) claiming an interest in the Buyer's cotton crop against Monsanto or any seller of cotton Seed containing Monsanto Technology relating out of and/or in connection with this Agreement or the sale or performance of the cotton Seed containing Monsanto Technology (other than claims arising under the patent rights of the United States must be resolved by binding arbitration. The parties acknowledge that the transaction herein involves interstate commerce. The parties agree that arbitrators will be considered pursuant to the provisions of the Federal Arbitration Act, 9 U.S.C., § 1 et seq., administered under the Commercial Dispute Resolution Procedures established by the American Arbitration Association ("AAA"). There shall be no exception to this Agreement which allows either party to opt out of this Agreement without the written consent of both parties. In the event that a claim is not resolved through the dispute resolution process set forth in this Agreement, neither party shall be required to file suit in federal court. The arbitration shall take place in the county seat of the state of Missouri at the residence or last known address of the party who initiated arbitration. When a demand for arbitration is filed by a party, the Grower and Monsanto/Velvet shall each immediately pay one half of the AAA filing fee. In addition, Grower and Monsanto/Velvet shall each pay one half of AAA's administrative and arbitrator fees as those fees are incurred. The arbitrator(s) shall have the power to apportion the ultimate responsibility for all AAA fees in the final award. The arbitration proceedings and results are to remain confidential and are not to be disclosed without the written agreement of all parties, except to the extent necessary to effectuate the claims or award of the arbitrator(s) or as otherwise required by law.
- 3. FORUM SELECTION FOR NON-COTTON-RELATED CLAIMS MADE BY GROWER AND ALL OTHER CLAIMS:** THE PARTIES CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AND THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS, MISSOURI, (ANY LAWSUIT MUST BE FILED IN ST. LOUIS, MO) FOR ALL CLAIMS AND DISPUTES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT AND THE USE OF THE SEED OR THE MONSANTO TECHNOLOGIES, EXCEPT FOR COTTON-RELATED CLAIMS MADE BY GROWER.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION FOR COTTON RELATED CLAIMS PURSUANT TO THE PROVISIONS OF THE FEDERAL ARBITRATION ACT, 9 U.S.C. §1 ET SEQ., WHICH MAY BE ENFORCED BY THE PARTIES.

GROWER SIGNATURE & DATE NEEDED

Name John Ryan 7-21-06

(The Agreement continues below and on the reverse side of this page.)

4. GROWER AGREES:

- To direct grain produced from corn containing the YieldGuard Root Guard and plants that include the Roundup Ready Corn 2 and/or YieldGuard Root Guard to appropriate markets as necessary.
- To growing Roundup Ready alfalfa to comply with the Seed and Feed Use Agreement, which is incorporated into part of this Agreement, to direct any products produced from a Roundup Ready alfalfa crop or seed, including hay and hay products, only to those countries where regulatory approvals have been granted, and not to plant Roundup Ready alfalfa for the production of alfalfa. Refer to the Technology Use Guide for additional information.
- To accept and continue the obligations of the Monsanto Technology Stewardship Agreement on any seed land purchased or leased by Grower that has been planted on a prior previous owner or predecessor of the land, and to notify in writing purchasers or lessees of land owned by Grower that has been planted on it that the Monsanto Technology Stewardship Agreement is subject to this Monsanto Technology Stewardship Agreement and they must have or obtain their own Monsanto Technology Stewardship Agreement.
- To implement an Insect Resistance Management program as specified in the applicable BtGuard/BtGuard II cotton and YieldGuard crop protection of the most recent Technology Use Guide (TUG) and Insect Resistance Management (IRM) guides and to cooperate and comply with third, Resistance Management programs.
- To use Seed containing Monsanto Technologies solely for planting a single commercial crop. Not to save any crop produced from Seed for planting and not to supply Seed produced from Seed to anyone for planting other than to a Monsanto licensed seed company.
- To use the technology contained in Technologies for any other purpose or for any planting.
- To plant Seed for food production. If and only if, Grower uses a label, within Seed, which Seed is labeled with a Seed company with a Seed company that is licensed by Monsanto to grow Seed. Grower must either physically deliver to that licensed Seed company or mail or use as commodity grain, all of the Seed produced pursuant to Seed production agreement. Grower shall NOT plant any Seed Grower has produced or uses or to allow others to use Seed containing patented Monsanto Technologies for crop breeding, research, or generation of herbicide resistant plants.
- To use on Roundup Ready crops only a labeled Roundup Ready agricultural herbicide or other authorized non-selective herbicide which could not be used in the absence of the Roundup Ready gene (see TUG for details on authorized non-selective products). Use of any selective herbicide labeled for the same crop without the Roundup Ready gene is not permitted by this Agreement. MONSANTO DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR RECOMMENDATIONS CONCERNING THE USE OF PRODUCTS MANUFACTURED OR MARKED BY OTHER COMPANIES WHICH ARE LABELED FOR USE IN ROUNDUP READY CROPS. MONSANTO SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR THE USE OF THESE PRODUCTS IN ROUNDUP READY CROPS. ALL QUESTIONS AND COMPLAINTS ARISING FROM THE USE OF PRODUCTS MANUFACTURED OR MARKED BY OTHER COMPANIES SHOULD BE DIRECTED TO THOSE COMPANIES.
- To read and follow the applicable sections of the TUG, which is incorporated into and is a part of this Agreement. If specific recommendations relating to the terms of this Agreement, and to abide by and be bound by the terms of the TUG as it may be amended from time to time.
- To pay Seed containing these Monsanto Technologies only from a seed company with technology licensed from Monsanto or from a licensed company's authorized dealer.
- To pay for technology fees due to Monsanto that are a part of, associated with or connected with the Seed purchase price or that are levied for the seed.
- Upon written request, to allow Monsanto to review the Farm Service Agency crop reporting information on any land farmed by Grower including Summary Acreage History Report, Form 578 and corresponding aerial photographs, Risk Management Agency claim documentation, and dealer/retailer invoices for seed and chemical transactions.
- To allow Monsanto to examine and copy any records and records that could be relevant to Grower's performance of this Agreement.



MONSANTO COPY

EXHIBIT

A

5. GROWER RECEIVES FROM MONSANTO COMPANY:

2. **Grassroots** warrants that **Grassroots** will:

- A limited use license to purchase and plant seed containing Monsanto Technologies ("Seed") and apply Roundup agricultural herbicides and other authorized non-selective herbicides over the top of Roundup Ready crops. Monsanto retains ownership of the Monsanto Technologies including the genes (for example, the Roundup Ready gene) and the gene technologies. Grassroots receives the right to use the Monsanto Technologies subject to the conditions specified in this Agreement and for spring, corn in a separate use agreement.

* Monsanto Technologies are protected under U.S. patent law. Monsanto licenses the Grower, under applicable patents owned or licensed by Monsanto, to use Monsanto Technologies subject to the conditions listed in this Agreement. This license does not authorize Grower to plant Seed in the United States that has been purchased in another country or plant Seed in another country that has been purchased in the United States. Grower is not authorized to transfer Seed to anyone outside of the U.S.

* Enrollment for participation is: **Roundup Roundup™** program.

• A limited use license to prepare and apply or glyphosate-tolerant soybeans, cottons, alfalfa, or Canola crops for leave others prepare and apply tank mixes of, or sequentially apply for leave others sequentially apply, Roundup agricultural herbicides or other glyphosate herbicides labeled for use on these crops with glufosinate, clopyrrole, sethoxydim, flazasulfuron, flumioxazin, and/or hexazinone to control volunteer Roundup Ready corn in Grower's crops for the 2006 growing season. However, neither Grower nor a third party may sell any use of co-pack or reuse of chemicals plus one or more of the above-identified active ingredients in the preparation of a tank mix.

6. GROWER UNDERSTANDS:

Commodity Marketing: Grain/commodities harvested from YieldGuard Plus corn, YieldGuard Plus with Roundup Ready corn, YieldGuard Reclaimers with Roundup Ready corn, YieldGuard Corn Borer with Roundup Ready corn, Roundup Ready Canola, and YieldGuard Reclaimers corn are approved for U.S. feed and food use but are not yet approved in certain export markets where approval is not certain to be received before the end of 2006. As a result, Growers must direct those grain/commodities to the following approved market options: feeding on farm, use in domestic feed lots, elevators that agree to accept the grain, or other approved uses in domestic markets only. Go to www.MMAA.com for a list of Grain Handlers' positions on accepting transgenic corn. The American Seed Trade Association with its www.seednet.org includes a list of grain handlers' positions on accepting transgenic corn. You must complete and send to Monsanto a Market Choices® Grain Marketing Communication Plan. For additional information on grain market options or to obtain additional forms, call 1-800-748-4387.

* Regulatory approvals: Monsanto Technologies may only be used where the products have been approved for use by all required governmental agencies. For example, some Monsanto Technologies are not approved in all states. Check with your Monsanto representative if you have questions about the approval status in your state.

* Insect Resistance Management (IRM): When planting any YieldGard or Bollgard product, Grower must implement an IRM program including planting a non-Bt refuge according to the size and distance guidelines specified in the Bollgard label and YieldGard corn sections of the most recent Monsanto Technology Use Guide including any supplemental amendments (collectively "TUG") and the crop specific IRM guides. Grower may lose Grower's limited use license to use these products if Grower fails to follow the IRM program outlined in the TUG Agreement.

• **Crop Stewardship & Specialty Crops:** Refer to the section on Compliance and Identity Preservation in the TUG for information on crop stewardship and considerations for production of identity preserved crops.

7. GENERAL TERMS:

Grower's rights may not be transferred to anyone else without the written consent of Monsanto. If Grower's rights are transferred with Monsanto's consent or by operation of law, this Agreement is binding on the person or entity receiving the transferred rights. If any provision of this Agreement is determined to be void or unenforceable, the remaining provisions shall remain in full force and effect.

Gruener acknowledges that Gruener has received a copy of Monsanto's Technology Use Guide (TUG). To obtain additional copies of the TUG, contact Monsanto at 1-800-748-4387 or go to Purmasources.com. Once effective, this agreement will remain in effect until either Gruener or Monsanto chooses to terminate the Agreement. Information regarding new and existing Monsanto Technologies and any new terms will be mailed to you each year. Continuing use of Monsanto Technologies after receipt of any new terms constitutes Gruener's agreement to be bound by the new terms. If any provision of this Agreement is determined to be void or unenforceable, the remaining provisions shall remain in full force and effect.

2. MONSANTO'S REMEDIES:

If Grouser breaches this Agreement, in addition to Monsanto's other remedies, Grouser's limited-use license will terminate immediately. Therefore, Monsanto will not accept any application for a new Monsanto Technology/Stewardship Agreement unless Monsanto believes it will be able to enforce specifically naming Grouser. Any such purported agreement that does not contain Monsanto's express authorization (whether a license number has been issued or not) is void, injunctively enforceable and Contract Damages. If Grouser is found by any court to have infringed one or more of the U.S. patents listed below, Grouser agrees that Monsanto will be entitled to a permanent injunction enjoining Grouser from making, using, selling, or offering for sale Seed and patent infringement damages to the full extent authorized by 35 U.S.C. § 271 et seq.. Grouser will also be liable for all breach of contract damages. If Grouser is found by any court to have infringed one or more of the U.S. patents listed below or otherwise to have breached this agreement, Grouser agrees to pay Monsanto and the licensed Monsanto Technology provider(s) their attorneys' fees and costs.

Grower accepts the terms of the following NOTICE REQUIREMENT, LIMITED WARRANTY AND DISCLAIMER OF WARRANTY AND EXCLUSIVE LIMITED REMEDY by signing this Agreement and/or opening a bag of Seed containing Monsanto Technology. If Grower does not agree to be bound by the conditions of purchase or use, Grower agrees to return the unopened bags to Grower's seed dealer.

9. NOTICE REQUIREMENTS:

As a condition precedent to Grower or any other person with an interest in Grower's crop asserting any claim, action, or dispute against Monsanto and/or any seller of Seed containing Monsanto Technologies regarding performance or non-performance of Monsanto Technologies or the Seed in which it is contained, Grower must provide Monsanto's written, prompt, and timely notice (regarding performance or non-performance of the Monsanto Technologies) and to the seller of any Seed (regarding performance or non-performance of the Seed) within sufficient time to allow an in-field inspection of the crop(s) about which any controversy, claim, action, or dispute is being asserted. The notice will be timely only if it is delivered 15 days or less after the Grower first harvests the Issue(s) regarding performance or non-performance of the Monsanto Technologies and/or the Seed in which it is contained. The notice shall include a statement setting forth the nature of the claim, name of the Monsanto Technology, and Seed hybrid or variety.

10. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES:

Monsanto warrants that the Monsanto Technologies licensed hereunder will perform as set forth in the TUG when used in accordance with directions. This warranty applies only to Monsanto Technologies contained in planting Seed that has been purchased from Monsanto and seed companies licensed by Monsanto or the seed company's authorized dealers or distributors. EXCEPT FOR THE EXPRESS WARRANTIES IN THE LIMITED WARRANTY SET FORTH ABOVE, MONSANTO MAKES NO OTHER WARRANTIES OF ANY KIND, AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

11. GROWER'S EXCLUSIVE LIMITED REMEDY:

THE EXCLUSIVE REMEDY OF THE GROWER AND THE LIMIT OF THE LIABILITY OF MONSANTO OR ANY SELLER FOR ANY AND ALL LOSSES, INJURY OR DAMAGES RESULTING FROM THE USE OR HANDLING OF SEED CONTAINING MONSANTO TECHNOLOGY (INCLUDING CLAIMS BASED IN CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, TORT, OR OTHERWISE) SHALL BE THE PRICE PAID BY THE GROWER FOR THE QUANTITY OF THE SEED INVOLVED OR, AT THE ELECTION OF MONSANTO OR THE SEED SELLER, THE REPLACEMENT OF THE SEED. IN NO EVENT SHALL MONSANTO OR ANY SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

Thank you for choosing our advanced technologies. We look forward to working with you in the future. If you have any questions regarding the Monsanto Technologies or this license, please call the Monsanto Customer Relations Center at: 1-800-ROUNDUP.

12. PLEASE MAIL THE SIGNED 2006 MONSANTO TECHNOLOGY/STEWARDSHIP AGREEMENT TO: Grower Licensing, Monsanto, 627 Emerson Road, Suite 150, St. Louis, MO 63141.

13. UNITED STATES PATENTS:

[illegible]

ALWAYS READ AND FOLLOW PESTICIDE LABEL DIRECTIONS. Roundup Ready® crops contain genes that confer tolerance to glyphosate, the active ingredient in Roundup® agricultural herbicides. Roundup® agricultural herbicides will kill crops that do not contain Roundup Ready® genes. Roundup®, Roundup Ready®, Biflufenol, Biflufenol MS, YieldGuard®, and the Vero Symbol are trademarks of Monsanto Technology LLC. Roundup Roundupseed is a servicemark of Monsanto Technology LLC. © 2001 Monsanto Company.

EXHIBIT B-1

RECORDS RELEASE AUTHORIZATION

The undersigned hereby instructs and authorizes the Custodian of Records of:

- (a) all agricultural input suppliers, including but not limited to, chemical and seed distributors/retailers, seed cleaners, retail outlets and contractors; and
- (b) all purchasers of commodities, crops and grain;

to provide a full and complete copy of any records maintained by said custodian that pertain in any way to the undersigned, or any entity or enterprise owned, managed or controlled by the undersigned, to Monsanto, or the law firm of Husch & Eppenger, LLC, or their authorized agents. The undersigned understands and agrees that a photocopy or facsimile copy of this Records Release Authorization can be used to obtain the referenced records, in lieu of the original Records Release Authorization. This authorization will remain effective through December 31, 2010.


John Ryan

7-31-06
Date

EXHIBIT B-2

CONSENT TO INSPECT AND RELEASE DOCUMENTS

(Privacy Act Request)

Requester: John Ryan

D/B/A; farm entity: John Ryan

Requester's Current Addresses: 5588C 275701 Rd
Grason City, MO 64881

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that I am the person named above, and I understand that any falsification of this statement is punishable under the provisions of 18 U.S.C. § 1001 by a fine of not more than \$10,000.00 or by imprisonment of not more than five years or both, and that requesting or obtaining any record(s) under false pretenses is punishable under the provisions of 5 U.S.C. § 552a(i)(3) by a fine of not more than \$5,000.00.

I request that the following records for the years 2006 through 2010, inclusive, be released:

1. All FSA records (including FSA 578, 1026A, the USDA Detailed Acreage History Report and aerial maps) and all records from the Risk Management Agency of the USDA relating to the above-named requesters or any entity by or through which they may farm or be shown as an owner or operator by the FSA office;

Pursuant to 5 U.S.C. § 552a(b), I further request, authorize and direct the U.S. Dept. of Agriculture to release any and all information relating to me, including the foregoing records, to the following: (a) Monsanto, or their duly authorized representatives, or (b) Husch & Eppenberger, LLC and/or their representatives.

I am voluntarily signing this consent, without promises being made to me nor under threat of duress or coercion.

NAME: John Ryan

BY/TITLE: John Ryan, owner
(Signatures of Grower/Requester)

DATE AND TIME: 8-1-06 12:30pm

WITNESS: Caranda A. Marsham

